

309140309140

PAGE: 1 of 1

DATE: April 1, 2022

CHECK NUMBER: 309140

AMOUNT PAID: \$2,867.00

Direct Inquiries To: 312-224-1400

Invenergy Wind Dev North America LLC
One South Wacker Drive, Suite 1900
Chicago, IL 60606

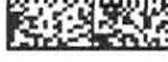


08446 21100 CKS ZA 22090 - 0000309140 NNNNNNNNNN 090510000508 X53243 C

JOSEPH P. & SONIA M. KENNEY

5857 LAKE PINE RD

VERO BEACH FL 32968



Vendor No. KENJOS

Date	Invoice Number	Payment Reference #	Description	Gross Amount	Discount	Net Amount
03/28/22	QLS129902	247976	Development Term Fees	\$2,867.00	\$0.00	\$2,867.00
			TOTALS	\$2,867.00	\$0.00	\$2,867.00

STATE OF NEBRASKA, { ss.
WHEELER COUNTY

Filed for record and entered in the Numeri-
cal Index in the County Clerk's office

July 3, 2017

at 1:30 o'clock P. M. and recorded in

Book 0 Page 723 of Misc. Records

Cara Jankovic County Clerk

PREPARED BY:
Invenergy Wind LLC
Attn: Joseph Condo
One South Wacker
Drive
Suite 1900
Chicago, IL 60606
312-224-1400

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
Invenergy Wind Development LLC
c/o Invenergy LLC
Attn: Land Administration
One South Wacker Drive
Suite 1900
Chicago, IL 60606

MEMORANDUM OF WIND LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF WIND LEASE AND EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of May 15, 2017 (the "Effective Date"), between Joseph P. & Sonia M. Kenney, Husband & Wife (together with its successors, assigns and heirs, "Owner"), whose address is 1155 Governors Way, Vero Beach, FL 32963 and Invenergy Wind Development LLC, a Delaware limited liability company (together with its transferees, successors and assigns, "Grantee"), whose address is One South Wacker Drive, Suite 1900, Chicago, IL 60606, with regards to the following:

1. Owner and Grantee did enter into that certain Wind Lease and Easement Agreement of even date herewith (the "Agreement"), which affects the real property located in Wheeler County, as more particularly described in Exhibit A attached hereto (the "Property"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.
2. The Agreement grants certain easements that benefit Grantee, and among other things, contains certain additional terms regarding payments to be made by Grantee to Owner, rights of Grantee and Owner to terminate the Grant of Easements, compliance with governmental requirements, representations and warranties by Grantee and Owner to each other, third party use restrictions, prohibition on the Owner disturbing, obstructing or interfering with the wind speed or wind direction over any portion of the Property or any portion of the air space above the Property, and other matters.
3. The Agreement shall commence on the Effective Date and continue until the twenty-fifth (25th) anniversary of the earlier of (i) the date seven (7) years thereafter, or (ii) the date on which Grantee begins selling electrical energy generated by all of the wind turbines to be included in the Project (as

defined in the Agreement) to a third party power purchaser, regardless of whether Windpower Facilities are installed on the Property, and may be extended for an additional period of twenty-five (25) years at Grantee's option in accordance with the terms specified in the Agreement.

4. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Grantee's rights thereunder. The terms, conditions and covenants of the Agreement are set forth at length in the Agreement and are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

5. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land.

6. Owner shall have no ownership, lien, security or other interest in any Windpower Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Windpower Facilities at any time.

7. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

8. This Memorandum is an "abstract" as referred to in Neb. Rev. Stat. § 66-911.01.

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

OWNER(S):

Joseph P. & Sonia M. Kenney, Husband & Wife

Joseph P. Kenney
Joseph P. Kenney

STATE OF Florida §

COUNTY OF Indian River §

This instrument was acknowledged before me on the 29th day of April, 2017, by Joseph P. Kenney.

[Stamped Notary Seal]
Darcy Bacon
Notary Public
State of Florida
MY COMMISSION # FF 72970
Expires: November 24, 2017

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF Florida

Sonia M. Kenney
Sonia M. Kenney

STATE OF Florida §

COUNTY OF Indian River §

This instrument was acknowledged before me on the 29th day of April, 2017, by Sonia M. Kenney.

[Stamped Notary Seal]
Darcy Bacon
Notary Public
State of Florida
MY COMMISSION # FF 72970
Expires: November 24, 2017

[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF Florida

GRANTEE:

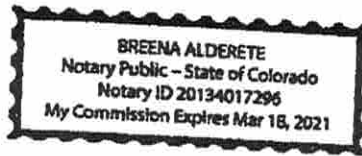
Invenergy Wind Development LLC
a Delaware limited liability company

By: Michael Baird
Name: Michael Baird
Title: Vice President

STATE OF Colorado §
COUNTY OF Arapahoe §

This instrument was acknowledged before me on the 15 day of May, 2017, by
Michael Baird, Vice President of Invenergy Wind Development LLC, a Delaware limited liability
company, on behalf of said company.

[Stamped Notary Seal]



Breena Alderete
NOTARY PUBLIC IN AND FOR
THE STATE OF Colorado

EXHIBIT A

Description of the Property in Wheeler County, Nebraska

Parcel Number	Owner	Description	Acres
000060301	Joseph P. & Sonia M. Kenney	S1/2 -- 7-22-9	318.77
000061500	Joseph P. & Sonia M. Kenney	ALL -- 18-22-9	636.86

Total: 955.63